



## MEMORANDUM

Agenda Item No. 7(S)(1)(A)

TO: Honorable Chairperson and Members  
Board of County Commissioners

DATE: July 8, 2003

FROM: George M. Burgess  
County Manager

SUBJECT: First Supplemental  
Agreement to the  
Professional Services  
Agreements to provide  
General Engineering for  
Miscellaneous Projects.

The attached First Supplemental Agreement to the Professional Services Agreements between:

- (1) Parsons Brinckerhoff Quade & Douglas, Inc.
- (2) Kimley-Horn and Associates, Inc.
- (3) Reynolds, Smith and Hills, Inc.
- (4) Pistorino & Alam Consulting Engineers, Inc.
- (5) Marlin Engineering, Inc.
- (6) H. J. Ross Associates, Inc.

and Miami-Dade County have been prepared by the Office of Public Transportation Management and are recommended for approval. Additionally, OPTM may utilize the services of Civil Cadd Engineering, Inc., Network Engineering Services, Inc., San Martin Associates, Inc. through the existing contract with Public Works to the extend allowable by law and without jeopardizing any funding source.

MODIFICATION NO.: 1

PROJECT: Miscellaneous engineering services

PROJECT LOCATION: Miami-Dade County

PROJECT DESCRIPTION: To provide general engineering services for miscellaneous projects. Each original agreement was for a period of three years with a maximum compensation of \$750,000.00. The first supplemental agreement increases the period to five years and the maximum compensation to \$1,250,000.00. No minimum amount of

work or compensation is assured to  
the retained consultants.

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FIRM: Parsons Brinckerhoff Quade & Douglas, Inc.

CONTRACT No.: TA00-TPS-7

LOCATION OF FIRM: 5775 Blue Lagoon Drive, Suite #360  
Miami, FL 33126

COMPANY PRINCIPALS: William Anido, P.E., Sr Vice President

GENDER/ETHNICITY: Non-Hispanic White

HOW LONG IN BUSINESS: 116 years

PREVIOUS AGREEMENTS  
WITH COUNTY: 3 Agreements for \$4,158,349.00

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FIRM: Kimley-Horn and Associates, Inc.

CONTRACT No.: TA00-TPS-8

LOCATION OF FIRM: 14750 NW 77<sup>th</sup> Court, Suite #100  
Miami Lakes, FL 33016

COMPANY PRINCIPALS: Bart J. Barham, P.E., Sr. Vice President  
Jerry W. Ingram, P.E., Sr. Vice President  
Don L. Bartlett, P.E. Executive Vice  
President

GENDER/ETHNICITY: N/A

HOW LONG IN BUSINESS: 33 years

PREVIOUS AGREEMENTS  
WITH COUNTY: 4 Agreements for \$4,975,000.00

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FIRM: Reynolds, Smith and Hills, Inc.

CONTRACT No.: TA00-TPS-9

Hon. Chairperson and Members  
Board of County Commissioners  
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LOCATION OF FIRM: 6161 Blue Lagoon Drive, Suite #200  
Miami, FL 33126

COMPANY PRINCIPALS: Jose L. Gomez, P.E., Vice President

GENDER/ETHNICITY: White Male

HOW LONG IN BUSINESS: 11 years

PREVIOUS AGREEMENTS  
WITH COUNTY: None

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FIRM: Pistorino & Alam Consulting Engineers, Inc.

CONTRACT No.: TA00-TPS-10

LOCATION OF FIRM: 6401 SW 87<sup>th</sup> Avenue, Suite #111  
Miami, FL 33173

COMPANY PRINCIPALS: John Pistorino, P.E., President,  
Nasir M. Alam, P.E., CEO & Sec. Treasurer

GENDER/ETHNICITY: Asian/Hispanic Male/Female

HOW LONG IN BUSINESS: 15 years

PREVIOUS AGREEMENTS  
WITH COUNTY: 3 Agreements for \$5,228,765.00

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FIRM: Marlin Engineering, Inc.

CONTRACT No.: TA00-TPS-11

LOCATION OF FIRM: 2191 NW 97<sup>th</sup> Avenue  
Miami, FL 33172

COMPANY PRINCIPALS: Ramon Soria, P.E., President  
Sergio Alfonso, P.E., Vice President

GENDER/ETHNICITY: Hispanic Male

HOW LONG IN BUSINESS: 10 years

PREVIOUS AGREEMENTS  
WITH COUNTY: 3 Agreements for \$4,000,000.00

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FIRM: H. J. Ross Associates, Inc.  
CONTRACT No.: TA00-TPS-12  
  
LOCATION OF FIRM: 800 Douglas Entrance, Annex Bldg.  
Suite # 250  
Coral Gables, FL 33134  
  
COMPANY PRINCIPALS: Alvaro J. Piedrahita, P.E., President  
Cesar A. Calas, P.E., Sr. Vice President  
Charles K. Deeb, P.E., Vice President  
  
GENDER/ETHNICITY: Hispanic Male  
  
HOW LONG IN BUSINESS: 50 years  
  
PREVIOUS AGREEMENTS  
WITH COUNTY: 5 Agreements for \$3,326,250.00

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ORIGINAL AGREEMENT  
AMOUNTS: \$750,000.00 each  
Length of each agreement is three  
years

ADJUSTED AGREEMENT  
AMOUNT: \$1,250,000.00 each  
Length of each agreement is five  
years

PERCENT CHANGE THIS  
MODIFICATION: 66.66%

JUSTIFICATION: OPTM's workload is expected to  
significantly increase as a direct  
result of the approval of the recent  
tax referendum. An increase in each  
of these contract's duration and  
ceilings are required in order to  
accomplish all the activities  
required to improve future bus and  
rail services. Furthermore, due to a  
greater than anticipated need for  
consulting services during the past  
two years, most of the existing  
contracts are near or at their

authorized capacity. Both the Federal Transit Administration and the County Attorney's Office have indicated that the County's Equitable Distribution Program (EDP) in its present form, conflicts with federal procurement regulations. As a result MDT will not be able to participate in the EDP. Approval of these supplemental agreements will insure that contracts are available with sufficient capacity to continue our capital program uninterrupted.

In order to comply with Federal Cost Accounting Principles we are revising the method of funding audits conducted by Inspector General.

USING AGENCY:

Office of Public Transportation  
Management

FUNDING SOURCE:

Various Sources (No work order shall be issued without prior approval by the Citizen's Independent Transportation Trust when using People's Transportation Plan funds)

APPROVED FOR LEGAL  
SUFFICIENCY:

Yes

FISCAL IMPACT:

Potentially \$3,000,000.00 if all contracts are used to capacity. There are various funding sources which may include federal, state and local funding.



# MEMORANDUM

(Revised)

**TO:** Honorable Chairperson and Members  
Board of County Commissioners

**DATE:** July 8, 2003

**FROM:** Robert A. Ginsburg  
County Attorney

**SUBJECT:** Agenda Item No. 7(S)(1)(A)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved \_\_\_\_\_ Mayor

Veto \_\_\_\_\_

Override \_\_\_\_\_

Agenda Item No. 7(S)(1)(A)  
7-8-03

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING EXECUTION OF SIX FIRST SUPPLEMENTAL AGREEMENTS TO THE PROFESSIONAL SERVICES AGREEMENTS FOR GENERAL ENGINEERING SERVICES WITH (1) PARSONS BRINCKERHOFF QUADE & DOUGLAS, INC., (2) KIMLEY-HORN AND ASSOCIATES, INC., (3) REYNOLDS, SMITH AND HILLS, INC., (4) PISTORINO & ALAM CONSULTING ENGINEERS, INC., (5) MARLIN ENGINEERING, INC., AND (6) H. J. ROSS ASSOCIATES TO PROVIDE GENERAL ENGINEERING SERVICES FOR MISCELLANEOUS PROJECTS, AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the six (6) First Supplemental Agreements to the professional services agreements between Miami-Dade County and (1) Parsons Brinckerhoff Quade & Douglas, Inc., (2) Kimley-Horn and Associates, Inc., (3) Reynolds, Smith and Hills, Inc., (4) Pistorino & Alam Consulting Engineers, (5) Marlin Engineering, Inc., and (6) H. J. Ross Associates, Inc.; additionally, OPTM may utilize the services of Civil Engineering Services, Inc., Network Engineering Inc., and San Martin Associates, Inc. through the existing contract with Public Works to the extent allowable by

law and without jeopardizing any funding source; to provide general engineering services for miscellaneous County projects, in substantially the form of one of the agreements attached hereto and made a part hereof; and authorizes the County Manager to execute same for and on behalf of Miami-Dade County; and to exercise the cancellation provisions contained therein.

The foregoing resolution was offered by Commissioner  
, who moved its adoption. The  
motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorrin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 8<sup>th</sup> day of July, 2003. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.


MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as  
to form and legal sufficiency.

By: \_\_\_\_\_  
Deputy Clerk

Bruce Libhaber



FIRST SUPPLEMENTAL AGREEMENT TO THE  
PROFESSIONAL SERVICES AGREEMENT BETWEEN  
MIAMI-DADE COUNTY FLORIDA AND  
PISTORINO & ALAM CONSULTING ENGINEERS, INC.  
TO PROVIDE GENERAL ENGINEERING SERVICES

This First Supplemental Agreement is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 200\_ by and between Miami-Dade County, Florida, a public body, (hereinafter referred to as the COUNTY), and Pistorino & Alam Consulting Engineers, Inc. (hereinafter referred to as the CONSULTANT)

W I T N E S S E T H

WHEREAS, the Board of County Commissioners on August 28, 2001 approved entering into a Professional Services Agreement (PSA) with Pistorino & Alam Consulting Engineers, Inc. to provide general engineering services for the Office of Public Transportation Management in accordance with applicable Federal, State and local requirements; and

WHEREAS, the parties wish to make certain revisions in the Professional Services Agreement, as provided below

NOW, THEREFORE, the parties hereto do mutually agree to amend the Professional Services Agreement as follows:

1. SECTION IV - COMPENSATION

E. MAXIMUM COMPENSATION

Although the COUNTY makes no assurances that any work orders will be issued to the CONSULTANT, the total of all payments to the CONSULTANT pursuant to this Agreement shall not exceed \$1,250,000.

2. SECTION XV - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of five (5) years after its date of execution (although actual completion of the services hereunder may extend beyond such term) or until depletion of the funds allocated to pay for the cost of services, whichever occurs first, unless terminated by mutual consent of the parties hereto or as provided in SECTION XIII, SECTION XIV and SECTION XVI hereof. The performance of specifically and properly authorized services which may extend beyond the

Agreement's five year effective term shall be compensated in accordance to Section IV hereof.

3. SECTION XVIII - ORDINANCES, RESOLUTIONS AND OTHER REQUIREMENTS

Delete item 14 in Paragraph C and replace it with the following:

"OFFICE OF THE INSPECTOR GENERAL. Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts pursuant to Section 2-1076(c)(8) of the County Code.

Notwithstanding the provision in the County Code related to the pre-payment of fees into a pool to fund IG services, on Federally funded projects, IG services will be paid by the user department based on reasonable and allowable actual expenses in accordance with Federal cost accounting principles".

4. OTHER PROVISIONS

Except as specified herein, all provisions of the Professional Services Agreement shall remain unchanged, including the 35% DBE goal.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Supplemental Agreement on the aforementioned date and year.

(OFFICIAL SEAL)

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_

By: \_\_\_\_\_  
County Manager

Witnesseth

Pistorino & Alam Consulting  
Engineers, Inc.

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature of President  
or other authorized  
representative and  
capacity)

\_\_\_\_\_  
Approved as to form and  
Legal sufficiency